

Council/Agency Meeting Held: _____	City Clerk's Signature _____
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 8/15/2005	Department ID Number: AD 05-11

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
SUBMITTED BY: *Penelope Culbreth Graft*
 PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR
PREPARED BY: Patricia Dapkus, Dept. Analyst, Senior *PD*
SUBJECT: Approval of Contract with Management Partners, Inc. for Development of a Strategic Plan

RECEIVED
 CITY CLERK
 CITY OF
 HUNTINGTON BEACH
 2005 AUG - 8 P 1:40

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: Approval of a contract with Management Partners, Inc. to facilitate the development of a City Council Strategic Plan.

Funding Source: To be appropriated out of the unappropriated General Fund Balance.

Recommended Action:

Motion:

1. Approve use of Management Partners, Inc. to facilitate the City Council Strategic Plan
2. Approve the contract with Management Partners, Inc. for an amount not to exceed \$28,751
3. Appropriate \$28,751 from the unappropriated General Fund Balance to cover the cost of the contract with Management Partners, Inc.

Alternative Action(s):

Do not approve the contract with Management Partners, Inc. and direct staff to prepare a contract with one of the other consultants.

Handwritten initials and date:
 8/15/05

REQUEST FOR ACTION

MEETING DATE: 8/15/2005

DEPARTMENT ID NUMBER:AD 05-11

Analysis:

At the City Council's direction, a request for proposals (RFP) was prepared to solicit consultants to work with the City Council in developing a Strategic Plan.

As a result of that RFP, staff received proposals from the following consulting firms:

- | | |
|---------------------------------|------------------------|
| • MGT of America | \$130,057 |
| • CPS Human Resources Services | \$ 97,500 |
| • Knight Performance Management | \$ 25,700 to \$ 28,200 |
| • The Results Group | \$ 22,400 |
| • Management Partners, Inc. | \$ 19,950 |
| • Hard Hat Communications | No cost identified |

The City Administrator and Central Services Manager reviewed all of the proposals. Based upon that review, the City Administrator recommended interviews with Knight Performance Management, The Results Group, and Management Partners, Inc. The scoping of both the MGT and CPS proposals was well beyond the parameters set in the RFP. The Hard Hat proposal was not complete and considered non-responsive.

Mayor Hardy, Council Members Bohr and Hansen, the City Administrator, and Administration's Department Analyst conducted interviews with the remaining three firms. Based on those interviews, Management Partners, Inc. was selected to facilitate the strategic planning process.

Their proposal sets the cost for the work outlined in the RFP at \$19,950. The contract, however, is set at an amount not to exceed \$28,751. The larger amount is intended to give the City Council some flexibility should they wish to have Management Partners expand the scope of their work.

Environmental Status:

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	The proposed contract between the City and Management Partners, Inc.
33	2.	The Request for Proposals
41	3.	Management Partners' Proposal
64	4.	Fiscal Impact Statement

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ATTACHMENT #1

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MANAGEMENT PARTNERS

INCORPORATED

August 1, 2005

Mr. Richard Amadril
Central Service Manager
City of Huntington Beach
2000 Main St.
Huntington Beach, CA 92648

Dear Mr. Amadril,

Enclosed is the signed contract between Management Partners and the City of Huntington Beach. Also enclosed is a Corporate Resolution designating Gerald Newfarmer as the sole signatory and a request to waive the professional liability insurance.

I have ordered the liability certificate from our insurance broker and have ordered the workers compensation certificate from the State of California. You should be receiving those items directly from them.

Please let me know if there is anything else you need from Management Partners. I have enclosed a self-addressed stamped envelope for use in sending an executed copy of the contract to us for our files.

Thank you.

Sincerely,

Jeri Beckstedt
Office Manager

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WRITTEN ACTION OF THE DIRECTORS

OF

MANAGEMENT PARTNERS, INC.

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being all of the duly elected Directors of Management Partners, Inc., an Ohio corporation (the "Corporation"), hereby adopt by this written action of Directors without a meeting, the following resolutions with the same force and effect as if such resolutions were unanimously adopted at a duly called and convened meeting of the Directors.

WHEREAS, the directors have reviewed the Agreement for Consulting Services between the City of Huntington Beach, California, and Management Partners, Inc., now, therefore be it

RESOLVED, that Gerald E. Newfarmer, Chairman & CEO, is hereby authorized and directed to take any and all action necessary to consummate the contract with the City of Huntington Beach, California, including, without limitation, serving as the sole signatory on the Strategic Plan Facilitation.

The foregoing resolutions shall be effective as of the 29th of July, 2005.

Date

7/29/05

Gerald E. Newfarmer, Chairman & CEO

Gerald E. Newfarmer

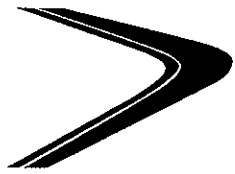
Date

7/29/05

Gerald E. Newfarmer, Secretary

Gerald E. Newfarmer

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MANAGEMENT PARTNERS

INCORPORATED

July 29, 2005

Mr. Richard Amadril
Central Service Manager
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Dear Mr. Amadril:

One of the insurance requirements under "Insurance Requirements/Encroachment Permit Applicants and Contractual Services" is regarding professional liability insurance. Management Partners, Inc. does not maintain professional liability insurance to cover errors and omissions, nor malpractice insurance, and has never been required to do so by any client. Our work is management consultation and analysis and the work product takes the form of advice to management. Accordingly, we do not carry professional liability insurance so as to avoid passing on an unnecessary cost to clients.

We respectfully request that this requirement be waived. Thank you.

Sincerely,

Gerald E. Newfarmer
President & CEO

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PROFESSIONAL SERVICE CONTRACTS PURCHASING CERTIFICATION

1. Requested by: Penny Culbreth-Graft
2. Date: July 25, 2005
3. Name of consultant: Management Partners
4. Attach the written statement of the specification, conditions and other requirements for the requested services that was provided to solicited consultants in your answer to 11 of this form.
5. Amount of the contract: \$28,751.00
6. Are sufficient funds available to fund this contract?¹ ☐ Yes, ☒ No
7. Company number and object code where funds are budgeted: .
8. Is this contract generally described on the list of professional service contracts approved by the City Council¹? ☐ Yes, ☒ No
9. Is this contract within \$25,000 or 25% (whichever is less) of the amount stated on the list of professional service contracts approved by the City Council?¹
☐ Yes, ☐ No
10. Were (at least) informal written proposals requested of three consultants?
☒ Yes, ☐ No
11. Attach list of consultants from whom proposals were requested (including a contact telephone number).
See attach memo from City Administrator
12. Attach proposed scope of work.
See RFP / Exhibit A
13. Attach proposed payment schedule.
See Exhibit B


RICHARD AMADRIL, Manager
Purchasing/Central Services

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¹ If the answer to any these questions is "No," the contract will require approval from the City Council.



CITY OF HUNTINGTON BEACH

TO: Honorable Mayor and Members of the City Council
FROM: Penelope Culbreth-Graft, DPA, City Administrator *Penelope Culbreth-Graft*
DATE: June 9, 2005
SUBJECT: Strategic Planning Responses to Proposal

Staff received six proposals to the RFP for City Council Strategic Planning Facilitator. They are summarized as follows (a copy of all proposals are enclosed):

- MGT of America: \$130,057
- CPS Human Resources Services: \$97,500
- Knight Performance Management: 3 options ranging from \$24,700 to \$28,200
- The Results Group: \$22,400
- Management Partners: \$19,950
- Hard Hat Communications: no cost identified (no Dun & Bradstreet report available)

Central Services Manager Rick Amadril and I have reviewed all of the proposals. Based upon our review, I am recommending that we interview the following three companies:

- Knight Performance Management (918) 645-6017
- The Results Group (707) 577-0818
- Management Partners (949) 202-8870

The scoping of MGT and CPS was well beyond the parameters set in the RFP. The methodology was complex given the purpose of the facilitation. The Hard Hat proposal was not complete and is considered non-responsive. It should be noted that Hard Hat is a local vendor, giving Huntington Beach as its location.

I have asked Rick Amadril to schedule interviews for the three companies. If you would like to interview any or all of the other three companies, please let Bob Beardsley know so that we can add them to the interview schedule. I am hoping we can schedule the interviews for the week of June 20 when I return.

I am also enclosing the list of proposed interview questions. If you would like to change or add any questions, please let Bob know.

Enclosures

c: Bob Beardsley
Dan Villella
Rick Amadril

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**Proposal Interviews for
Strategic Planning Facilitator**

**July 20, 2005
4th Floor
City of Huntington Beach
2000 Main St.
Huntington Beach, CA 92648
Phone 714-536-5221**

The Results (707) 577-0818

1:00PM

- ✓ Michael Wright, Managing Partner
- ✓ Steve Thomas, Partner
- Allen Goldstein, Senior Associate

Management Partners (949) 202-8870

2:00PM

Amy Cohen Paul, Corporate Vice President
Jan C. Perkins, Partner
Rebekka G. Hosken, Sr. Management Advisor
Julie C. T. Hernandez, Sr. Management Advisor

Knight Performance Management (918) 645-6017

3:00PM

Leslie R. Knight, General Manager

Panel Members:

Jill Hardy, Mayor
Don Hansen, Council Member
Keith Bohr, Council Member
Penelope Culbreth-Graft, DPA, City Administrator
Pat Dapkus, Sr. Admin. Analyst

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CITY OF HUNTINGTON BEACH

Finance Office
Central Services Division

Dan T. Villella, CPA
Finance Officer

July 25, 2005

RE: Proposal to provide Strategic-Plan Facilitation for Huntington Beach

Amy Cohen Paul, Corporate Vice President
Management Partners
2107 N. First St.
Suite 470
San Jose, California 95131

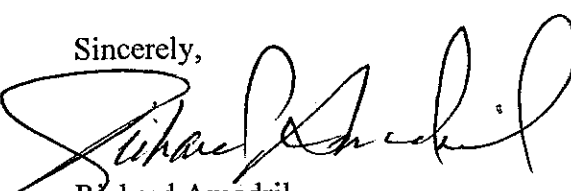
Dear Mrs. Paul:

This is to inform you of the acceptance of your proposal, dated June 2, 2005, for the City of Huntington Beach Strategic Plan Facilitation. Upon completion of the following requirements, the agreement will be brought to the City Council for approval and execution.

- Signed Contract: Sign the enclosed agreement. For corporation, attach a corporate resolution and/or corporate seal authorizing the individual to sign. For partnerships, attach partnership documents and partnership authorization.
- Insurance Certificates: Have your insurance carrier send a Certificate of Insurance as describe in the attachment title "Insurance Requirements/Encroachment Permit Applicants and Contractual Services"

Please return the agreement to my office as soon as possible. If you have any questions please call me at 714-960-8875.

Sincerely,



Richard Amadril
Central Service Manager
City of Huntington Beach

cc: Penelope Culbreth-Graft, DPA, City Administrator
Dan Villella, CPA, Finance Officer
Pat Dapkus, Sr. Admin. Analyst

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

MANAGEMENT PARTNERS

FOR

STRATEGIC-PLAN FACILITATION

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
MANAGEMENT PARTNERS

FOR

STRATEGIC-PLAN FACILITATION

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and Management Partners, a Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide strategic-plan facilitation for the City Council; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Amy Paul, Project Manager who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

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2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Twenty-eight thousand seven hundred and fifty one Dollars (\$28,751.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

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compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall

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approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

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10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation,

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unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of

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CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Pat Dapkus, Sr. Admin. Analyst
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Management Partners
Attn: Amy Paul, Project Manager
2107 North First Street
Suite 470
San Jose, CA 95131

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

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21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

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25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 20____.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by and through their authorized offices the day, month and year first above written.

CONSULTANT

Management Partners, Inc.

**CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California**

By: Gerald E. Newfarmer
Gerald E. Newfarmer
print name

ITS: (circle one) Chairman President Vice President

AND

By: Gerald E. Newfarmer
Gerald E. Newfarmer
print name

ITS: (circle one) Secretary Chief Financial Officer/Asst.
Secretary - Treasurer

REVIEWED AND APPROVED:

Rondge Culliver
City Administrator

Mayor

City Clerk

APPROVED AS TO FORM:

Jennifer M. Graft
City Attorney 8/8/05

INITIATED AND APPROVED:

Rondge Culliver

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EXHIBIT "A"

A. STATEMENT OF WORK: *(Narrative of work to be performed)*

To provide strategic-plan facilitation for the City Council to clearly define the City of Huntington Beach's purpose and to establish realistic goals and objectives consistent with its mission in a defined time frame within the organization's capacity for implementation. In addition, to help the city to communicate those goals and objectives to the organization's constituents; develop a sense of ownership of the plan, ensure the most effective use of its resources, and build a consensus about where our city is going

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. **Activity 1: Start Project** – Management Partners will begin this task by conducting an initial planning session with the City Administrator and possibly other key staff. This objective's is to fine-tuning the schedule, reviewing the status of the goals and priorities of the existing Strategic Plan, and obtaining an update of the environmental scan (or data similar to that originally contained in the plan) and other information relevant to the project. **Deliverable** is a schedule with dates for completion of all activities and deliverables.

2. **Activity 2: Conduct Interviews** – Interviews with the Mayor and Council as well as with the City Administrator and Executive team to gain an understanding about the issues and concerns that are anticipated during the next five to ten years.

3. **Activity 3: Facilitate Visioning Session and Identify Goals** – Session with the City Council and City Administrator to articulate a vision for the community, including critical success factors that must be achieved in order for Huntington Beach to achieve this vision. Identifying clear goals that will establish vision. Once vision statement is finalized, Management Partners and City Administrator will identify communication mechanisms that will assure that the vision statement is shared with the organization. **Deliverables** are a vision statement and a set of goals that will be the starting point for prioritizing during the next Council session.

4. **Activity 4: Facilitate Session with Executive Team to identify Projects and issues Relating to Goals** – Management Partners will design and administer a survey to the department directors to identify projects that relate to the goals and identify pertinent issues that should be raised (including know resource issues or capital planning issues). The results will be analyzed and used during a session with the staff during which each goal is discussed and pertinent information is synthesized. **Deliverables** are analysis of the survey results and a briefing document for Council's next session outlining each goal and issues to consider relating to each goal.

5. **Activity 5: Facilitate Council Session** – Council to prioritize the goals and projects. **Deliverable** will report the decisions of Council.

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EXHIBIT "A"

6. **Activity 6: Coordinate Identification of Funding Needs and Priorities for Each Goal** – Exercise with staff to imagining costs associated with implementation of goals. **Deliverable** is a briefing paper for Council about resource/funding issues.

7. **Facilitate Final Council Session** – Facilitate the third session on resource issues for the goals and priorities already identified. Council will make informed decisions about future resources and understand the funding realities necessary to achieve the goals and priorities. **Deliverable** will report the decisions of Council.

8. **Prepare Strategic Plan** – Produce a Strategic Plan with the vision, critical success factors, goals and priorities as well as measurable indicators. **Deliverable** will be the City's Strategic Plan.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Establish meetings and interviews with City Administrator, Council and other key staff with Management Partners.

2. Participation in identifying projects and resources

D. WORK PROGRAM/PROJECT SCHEDULE:

To be determine in Activity 1.

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EXHIBIT "B"

Payment Schedule (Alternative #1)

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.

2. CONSULTANT shall be entitled to progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

Management Partners anticipates devoting 136 hours to execute the Plan of Work described in Exhibit A for a fixed fee of \$19,950. This fee includes all out of pocket expenses. The number of hours projected as the minimum commitment of this firm to this project.

3. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each progress payment due. Such invoice shall:

- 1) Reference this Agreement;
- 2) Describe the services performed;
- 3) Show the total amount of the payment due;
- 4) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- 5) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

E-1.26

jmp/contracts group/exB-1/7/25/05

2
EXHIBIT B
Alternative #1



City of Huntington Beach

2000 Main Street
California 92648

Insurance Requirements/Encroachment Permit Applicants and Contractual Services **Please give these requirements to your insurance agent**

City Resolution 97-20 requires that licensees, lessees and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract.

Receipt of an insurance certificate does not satisfy our insurance requirements that vary for private or public property, for city contract or simply encroachment permits as well as consultant services. Inasmuch as the typical approval process timeline varies from several days or more, it is strongly recommended that you have certificate(s) submitted at least one week, if not two, prior to your event. A certificate is the only acceptable insurance proof media (not a declaration, statement or policy). An original certificate is required or, **if it is fax'd, it must come directly from your insurance company/agent to Risk Management (fax 714/536-5212).**

- **Private Property Work Permit Requirements.**—If the planned work does not involve public property or its right-of-way (e.g., sidewalk/street or abutment to same), the Workers' Compensation Certificate is the only insurance requirement. However, if the work abuts to public property, the City Attorney's Office must be informed for consideration of liability and decides whether or not to approve the certificate with a specific *Private Property Only* approval stamp.
- **Encroachment (City/Public Property) Permit Requirements.**—General Liability and Workers' Compensation are required (see *General Liability Insurance Certificate* below).
- **Consultant Services.**---Professional Liability Insurance Certificate is required (i.e., Legal, architectural, etc.) in addition to a General Liability Insurance Certificate and Workers' Compensation Insurance Certificate.
- **General Liability Insurance Certificate** of ≥\$1,000,000 combined single limit/per occurrence

Additional Insured Endorsement must name the **City of Huntington Beach, its agents, officers and employees** as additionally insured and, when applicable, the Redevelopment Agency of the City of Huntington Beach must also be additionally insured.

Insured definition must read as the insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you. **(It is not to read, "...but only with respect to liability arising out of your ongoing operations performed for that insured.)**

Type of coverage must be "per occurrence" not "claims made". "Claims made" designation is only acceptable for professional or pollution liability insurance.

A brief description of work and/or nature of business, timeframe for completion, dollar value and if applicable, the related City department while not necessary, is highly desirable in the event that part of the insurance requirement cannot be met and Risk Management must complete a waiver form for that specific requirement.

➤ **Workers' Compensation Insurance Certificate** of statutory amount and

If you have no employees, you must sign a Declaration of Non-employee Status form available from the Risk Management Department. In lieu of a certificate of insurance, a certificate of Consent to Self-Insure issued by the California Director of Industrial Relations is also acceptable.

➤ **Professional Liability Insurance Certificate** of ≥ of \$1,000,000 (applicable for professional services)

Type of coverage "Claims Made" designation is acceptable for professional or pollution liability insurance.

In addition to the above, ALL CERTIFICATES MUST CONTAIN THE FOLLOWING:

Insurance Carrier Rating.—Insurance must be placed with a California-admitted carrier with a current A.M. Best Rating of ≥ A: VII

Certificate Holder.--The City of Huntington Beach (2000 Main Street, Huntington Beach, CA 92648, Attn: Risk Management).

Deductible, Self-Insurance Retention (SIR), --The city maintain a zero deductible/SIR requirement. Any deductibles/SIRs in force must be listed on the certificate. In the event of any deductible/SIR, the city has an insurance waiver procedure to request a **waiver of the zero requirement (see Waiver Procedure below)**.

30-day Cancellation Notice.--There must be a thirty (30) day notice for policy cancellation. A ten (10) day notice for cancellation for non-payment of premiums and/or salary reporting is allowed in combination with the required 30-day notice.

Cancellation Clause Wording.--The following wording must either be removed or lined-out (by the insurance agent) if they appear on the certificate: **"endeavor to"** and **"failure to mail such notice shall impose no obligation nor liability of any kind upon the company, its agents or representatives."**

Waiver Procedure.—In lieu of meeting the City's insurance requirements, a permittee/insured can request a waiver of a specific requirement. To do so, the permittee/insured must provide the Risk Management Department with a brief description of the work/project (one to two sentences), the timeframe for completion and the dollar value of the work/project. Upon receipt of this information, Risk Management will complete and attach the waiver form to the insurance certificate and submit it for approval (signage) to the pertinent City Department, the Risk Manager and the City Attorney.

➤ **General Contractor/Sub-contractor(s).**—Both the general- and their sub-contractors must provide proof of insurance subject to the City's insurance requirements.

➤ **Trucking Companies.**--Per the Public Utilities Commission (PUC) regulations, you must provide proof of Workers' Compensation Insurance and General Liability Insurance. The General Liability Insurance requirements are \$600,000 combined single limit or \$250,000 bodily injuries or death of one person and \$500,000 protection against total liability for bodily injuries or death of more than one person from any one accident. This is subject to the same \$250,000 limitation for each person and \$100,000 protection for accidental damage or destruction of property other than property being transported. The City of



City of Huntington Beach

**2000 Main Street
California 92648**

Huntington Beach must be named as Certificate Holder but does not need to be named as additional insured.

Please forward these requirements to your insurance agent/producer for their processing of your insurance certificates. For assistance, call Christi Mendoza (phone 714/536-5252 and fax 714/536-5212).

E-1.29

ACORD CERTIFICATE OF LIABILITY INSURANCEOF ID RE
MAN-P-1

DATE (MM/DD/YYYY)

08/04/05

PRODUCER

THE HAUSER GROUP
6260 Northcreek Dr. Suite 200
Cincinnati OH 45236
Phone: 513-745-9200 Fax: 513-745-9219

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Management Partners, Inc.
Gerald Newfarmer
1730 Madison Road
Cincinnati OH 45206

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: The Hartford

22357

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	33 SBA LU7089	09/28/04	09/28/05	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	33 SBA LU7089	09/28/04	09/28/05	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	33 SBA LU7089	09/28/04	09/28/05	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A Property	33 SBA LU7089	09/28/04	09/28/05	Bldg Lmt \$354,600 Dedt \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Huntington Beach, its agents, officers & employees are named as Additional Insureds, with respects to liability arising out of "your work" for that insured or for you-for project: Strategic Plan Facilitation for the City of Huntington Beach. Waiver of Subrogation applies.

CERTIFICATE HOLDER

CITYHUN
The City of Huntington Beach
Fax# 714-536-5212
Attn: Risk Management
2000 Main Street
Huntington Beach CA 92648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND TO THE INSURED~~

AUTHORIZED REPRESENTATIVE

The Hauser Group

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

APPROVED AS TO FORM
JENNIFER McGRATH, City Attorney

By Paul D'Alessandro
Assistant City Attorney

8/8/05

CERTHOLDER COPY

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-01-2005

GROUP:
POLICY NUMBER: 1414076-2004
CERTIFICATE ID: 42
CERTIFICATE EXPIRES: 12-01-2005
12-01-2004/12-01-2005CITY OF HUNTINGTON BEACH FINANCE OFFICE SL
CENTRAL SERVICE DIV. ATTN: RICHARD AMADRIL
2000 MAIN STREET
HUNTINGTON BEACH CA 92648

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

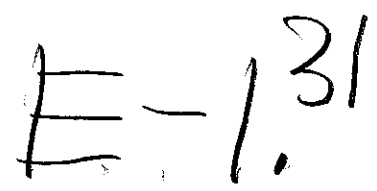
ENDORSEMENT #1600 - GERALD NEWFARMER CEO SECRETARY - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2002 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MANAGEMENT PARTNERS, INC
1730 MADISON RD
CINCINNATI OH 45206

SL



[SC2,CN]

PRINTED : 08-01-2005

CITY OF HUNTINGTON BEACH
APPLICATION FOR INSURANCE REQUIREMENTS WAIVER OR MODIFICATION

1. Name/Title/Department of Requesting Staff Member Pat Dapkus.
2. Date of Request 08/04/05
3. Name of Contractor/Permittee- Management Partners, Inc.
4. Description of work to be performed Development of a City Council Strategic Plan
5. Value of Contract \$28,751
6. Length of Contract approx. 6 months.
7. Type of Insurance Waiver or Modification Requested: Professional Liability
(a) Limits: \$1,000,000 (b) Coverage 0
8. Have you contacted Risk Management to determine if professional liability coverage is available through SCOPE? No
9. Reason for Request for Waiver or Reduction of Limits Scope of work does not appear to constitute a liability risk for the City.
10. Identify the risks to the City if this request for waiver or modifications granted None

Department Head Signature Pat Dapkus

(This section to be completed by Risk Manager)

Recommendation: Approve [Signature] Deny

Risk Manager's Signature/Date Patricia Williams 8/5/05

(This section to be completed by City Attorney)

Recommendation: Approve ✓ Deny

City Attorney's Signature/Date Jennifer M. Smith

Settlement Committee approval (is) [is not] required for this waiver. If Settlement Committee approval is required, submit this form to City Attorney's Office to be -placed on the agenda.

Recommendation: Approve Deny

City. Council approval (is) [is not] required for this waiver. If City Council approval is required, attach this form to the RCA after consideration by the Settlement Committee. This insurance waiver [is not] on City Council agenda.

Reviewer's initials:

E-1.32

E-133

ATTACHMENT #2

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City of Huntington Beach

Request for Proposal

**TO PROVIDE STRATEGIC-PLAN FACILITATION
FOR
HUNTINGTON BEACH**

May 10, 2005

Finance Office/Central
Services Division
City of Huntington Beach
2000 Main St.
Huntington Beach, CA 92648

E-1.34

The City of Huntington Beach (City) is soliciting Request for Proposals (RFP) for **"FACILITATOR"** for the development of a new Strategic-Plan.

Introduction

The City of Huntington Beach was incorporated on February 17, 1909, under the general laws of the State of California. The City operates under a Council-Administrator form of government and provides the following services to the community: general administration, building and safety, public works, economic development, community services, and public safety (fire and police services), with over 1,100 employees. The City operates using a two-year budget cycle and is currently in the 2004-2005 budget (second year of the two-year budget cycle).

The City operates in a 28-square mile area with a population of over 200,000 residents. It has seven City Council Members, an elected City Clerk, elected City Treasurer, elected City Attorney, and an appointed City Administrator. Additional information may be obtained on the City's Internet web site at <http://www.surfcity-hb.org/>. The City has experienced rapid growth over the last 10 years and is currently establishing a fresh management team ready to change outdated processes throughout the organization.

Schedule of Events

- | | |
|-----------------|-------------------------------|
| • May 10, 2005 | City issues RFP |
| • June 3, 2005 | Proposals are Due |
| • June 14, 2005 | Proposal Evaluation Completed |
| • June 21, 2005 | Interview of Finalists |
| • July 11, 2005 | Approval of Contract |

City of Huntington Beach Point of Contact

Richard Amadril, Central Services Manager, is the point of contact for this proposal process. Individuals and/or firms interested in proposing are asked to contact Mr. Amadril in connection with the RFP if there are any questions prior to the submittal of proposals.

Proposal and all written inquires related to this RFP are to be submitted to Mr. Amadril at the following address:

Richard Amadril
Central Services Manager
City of Huntington Beach
2000 Main Street
Huntington Beach, California 92648
Phone: (714) 960-8875 Fax: (714) 374-1530
E-mail ramadril@surfcity-hb.org

Proposal Closing Date

TEN (10) copies of each consultant's proposal must be received by the City of Huntington Beach no later than 4:00 p.m. on June 3, 2005. All proposals must be delivered to the Central Services Division at 2000 Main Street, Huntington Beach, California 92648. Proposal must be mark **"FACILITATOR"** in a sealed enveloped.

E-1.35

Scope of Work

In an effort to clearly define the City of Huntington Beach's purpose and to establish realistic goals and objectives consistent with its mission in a defined time frame within the organization's capacity for implementation, the City wishes to utilize the services of a professional facilitator to create its strategic plan. In addition, the city wishes to communicate those goals and objectives to the organization's constituents, develop a sense of ownership of the plan, ensure the most effective use of its resources, and build a consensus about where our city is going.

In this regard, the City desires to provide a base from which progress can be measured and establish a mechanism for informed change when needed. The City of Huntington Beach invites consultant firms or individuals experienced in strategic-plan facilitation to submit qualifications and fee proposals to provide these services. The City has a wide range of ideas and/or concerns among organization members about strategic planning and current organization issues to be addressed in the plan. We are looking for an objective voice, someone who is not likely to have strong predispositions about the organization's strategic issues and ideas in order for the entire City to benefit.

We are requesting three facilitated sessions with the City Council. These sessions would include:

1. Vision and goal setting,
2. Specific project and issues identification and prioritization, and
3. Identification of funding and discussion of available resources for investing in our future.

This is the mandatory requirements that the City is expecting to accomplish by early fall of 2005.

In July 2001, the City Council adopted Huntington Beach's first Strategic Plan. The Plan assesses the City's needs and resources looking forward five to ten years and creates a plan for the city's future. This Strategic Plan identifies eight strategic issues and priorities and identifies some general strategy for addressing the issues. This plan was updated in 2002. You can find this plan on the city's website at http://www.surfcity-hb.org/CityDepartments/city_administrator/strategic_plan/ or you can request a copy by emailing Richard Amadril at ramadril@surfcity-hb.org.

Proposal Format and Contents

Proposal should be typed and as brief as possible. Each proposal should adhere to the following order and content of proposal sections:

- **Cover Letter** – A cover letter, not to exceed three pages in length, should summarize key elements of the your proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 90 days. Indicate the address and telephone number of your office located nearest to Huntington Beach, California.
- **Background and Approach** - The Background and Approach section should describe your understanding of the City, the work to be done, and the objectives to be accomplished in the services to be provided.
- **Methodology(ies)** - This section should clearly describe the methodology or methodologies you plan to use to carry out the specific work tasks described in your Work Plan.

E-1.36

- **Work Plan** - Describe the sequential work tasks you plan to carry out in accomplishing this project. Indicate all key deliverables and their contents. Identify how much of the work will be done on site.
- **Organization and Staffing** - Describe your approach and methods for managing the project. Provide an organization chart showing all proposed project team members. Describe the responsibilities of each person on the project team. Identify the project director and/or manager and the person who will be the key contact with the City of Huntington Beach. Include resumes for each member of the project team.
- **Related Experience** - Describe recent directly related experience. Include on each listing the name of the client; description of work done; primary client contact, address, telephone number, dates for the project; name of the project director and/or manager, and members of the proposed project team who worked on the project, as well as their respective responsibilities.
 - A. At the very least, you should provide a list of all public entities for which you have provided services in the past five years. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address, and telephone number. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed..
- **Financial** - Subsequent to the receipt and review of all proposals, the city may require contractors to submit annual financial statements for the past three years. These reports will be used by the city to determine the financial strength of the vendor.
- **Other Information** - Include any other information you consider to be relevant to the proposal. This area can be used for features, services, or products that exceed the mandatory requirements that would be considered alternative and/or desirables. Extra points may be given by the Committee if, in their opinion, deemed to be added value to the services.
- **Fee Proposal**
 - Provide a time and material fee schedule. This cost proposal shall include direct man-hour rate and any out-of-pocket cost structures that shall have prior authorization by the City.

Proposal Evaluation

Proposals will be evaluated on the basis of their responses to all provisions of this RFP. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- Responsiveness to the requirements
- A demonstrated understanding of strategic plan
- Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
- Project understanding

E-1.37

- Ability to provide services and knowledge of these services
- Other services or products that exceed the mandatory requirements
- References

A short list of the most qualified will be established and will be interviewed on or after June 21, 2005. The finalist will be asked to sign a professional services agreement with the City of Huntington Beach. If you wish to obtain a sample copy of the professional services agreement, you may request it by emailing Richard Amadril at ramadril@surfcity-hb.org.

Insurance Requirements/Encroachment Permit Applicants and Contractual Services

Please give these requirements to your insurance agent

City Resolution 97-20 requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract.

Receipt of an insurance certificate does not satisfy our insurance requirements that vary for private or public property, for city contract, or simply encroachment permits as well as consultant services. Inasmuch as the typical approval process timeline varies from several days or more, it is strongly recommended that you have certificate(s) submitted at least one week, if not two, prior to your event. A certificate is the only acceptable insurance proof media (not a declaration, statement, or policy). An original certificate is required or, **if it is fax'd, it must come directly from your insurance company/agent to Risk Management (fax 714/536-5212).**

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- **Consultant Services** - Professional Liability Insurance Certificate is required (i.e., Legal, architectural, etc.) in addition to a General Liability Insurance Certificate and Workers' Compensation Insurance Certificate.
- **General Liability Insurance Certificate** of $\geq \$1,000,000$ combined single limit/per occurrence.

Additional Insured Endorsement must name the **City of Huntington Beach, its agents, officers, and employees** as additionally insured and, when applicable, the Redevelopment Agency of the City of Huntington Beach must also be additionally insured.

Insured definition must read as the insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your

E-1.38

work” for that insured by or for you. **(It is not to read, “...but only with respect to liability arising out of your ongoing operations performed for that insured.)**

Type of coverage must be “per occurrence” not “claims made”. “Claims made” designation is only acceptable for professional or pollution liability insurance.

A brief description of work and/or nature of business, timeframe for completion, dollar value and if applicable, the related City department while not necessary, is highly desirable in the event that part of the insurance requirement cannot be met and Risk Management must complete a waiver form for that specific requirement.

➤ **Workers’ Compensation Insurance Certificate** of statutory amount and

If you have no employees, you must sign a Declaration of Non-Employee Status form available from the Risk Management Department. In lieu of a certificate of insurance, a certificate of Consent to Self-Insure issued by the California Director of Industrial Relations is also acceptable.

➤ **Professional Liability Insurance Certificate** of \geq of \$1,000,000 (applicable for professional services)

Type of coverage “Claims Made” designation is acceptable for professional or pollution liability insurance.

In addition to the above, ALL CERTIFICATES MUST CONTAIN THE FOLLOWING:

Insurance Carrier Rating - Insurance must be placed with a California-admitted carrier with a current A.M. *Best Rating* of \geq A: VII.

Certificate Holder - The City of Huntington Beach (2000 Main Street, Huntington Beach, CA 92648, Attn: Risk Management).

Deductible, Self-Insurance Retention (SIR) - The City maintains a zero deductible/SIR requirement. Any deductibles/SIRs in force must be listed on the certificate. In the event of any deductible/SIR, the City has an insurance waiver procedure to request a **waiver of the zero requirement (see Waiver Procedure below)**.

30-day Cancellation Notice - There must be a thirty (30) day notice for policy cancellation. A ten (10) day notice for cancellation for non-payment of premiums and/or salary reporting is allowed in combination with the required 30-day notice.

Cancellation Clause Wording - The following wording must either be removed or lined-out (by the insurance agent) if they appear on the certificate: **“endeavor to” and “failure to mail such notice shall impose no obligation nor liability of any kind upon the company, its agents or representatives.**

E-1.39

Waiver Procedure - In lieu of meeting the City's insurance requirements, a permittee/insured can request a waiver of a specific requirement. To do so, the permittee/insured must provide the Risk Management Department with a brief description of the work/project (one to two sentences), the timeframe for completion and the dollar value of the work/project. Upon receipt of this information, Risk Management will complete and attach the waiver form to the insurance certificate and submit it for approval (signage) to the pertinent City Department, the Risk Manager and the City Attorney.

- **General Contractor/Sub-contractor(s)** - Both the general- and their sub-contractors must provide proof of insurance subject to the City's insurance requirements.
- **Trucking Companies** - Per the Public Utilities Commission (PUC) regulations, you must provide proof of Workers' Compensation Insurance and General Liability Insurance. The General Liability Insurance requirements are \$600,000 combined single limit or \$250,000 bodily injuries or death of one person and \$500,000 protection against total liability for bodily injuries or death of more than one person from any one accident. This is subject to the same \$250,000 limitation for each person and \$100,000 protection for accidental damage or destruction of property other than property being transported. The City of Huntington Beach must be named as Certificate Holder but does not need to be named as additional insured.

Please forward these requirements to your insurance agent/producer for their processing of your insurance certificates. For assistance, call Christi Mendoza (phone (714) 536-5252 and fax (714) 536-5212).

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ATTACHMENT #3

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PROPOSAL TO
CITY OF HUNTINGTON BEACH
STRATEGIC PLAN FACILITATION

June 2, 2005



MANAGEMENT PARTNERS
INCORPORATED

E-1.42



MANAGEMENT PARTNERS

INCORPORATED

June 2, 2005

Mr. Richard Amadril
Central Services Manager
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Dear Mr. Amadril:

Management Partners is pleased to provide the enclosed response to the Request for Proposals to provide Strategic Plan Facilitation for the City of Huntington Beach. Management Partners is a national consulting firm with offices in Cincinnati, Ohio and San Jose, California. As President of Management Partners, I am authorized to bind the company for this engagement. I can be reached at our San Jose office (address, phone and fax numbers are provided below). My email address is jnewfarmer@managementpartners.com and the Management Partners' website address is www.managementpartners.com. The proposal price contained herein is valid for a period of at least 90 days.

Management Partners specializes in helping local government leaders improve the way in which their organizations serve the public. We know that successful organizations are institutions that have clear systems for the planning and management of work, while the people who staff them are well supported by good leadership and sound management in their everyday relationships. We bring to bear an unusual breadth and depth of understanding of local government, with a bias toward implementation of best practice ideas that are tailored to the unique circumstances of the individual client. We previously assisted the City of Huntington Beach by conducting an organizational review of the City Attorney's Office in 2000.

The key elements of Management Partners' proposal build on the City's current Strategic Plan. We begin with an attitude of respect for the existing plan and a curiosity about what has been accomplished and what remains to be done. Our first task will be to interview the Mayor and Council as well as the City Manager and Executive Team to understand their views about current and future issues. Although a respect for the existing plan is important, the objective of this project is to help the policymakers and administrators of Huntington Beach articulate new goals and objectives for the future of Huntington Beach. Therefore, Management Partners' interviews will be focused on issues that are most important to the City's vibrant future and those that will help fulfill its mission: "To maintain a safe community, a high quality of life, the most cost effective and highest quality services, facilities and products in response to the changing needs of our community."

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Once the interviews are complete, Management Partners will plan and facilitate a visioning session to help Council articulate their shared vision. Council will also identify broad goals during this session. Building on the Council's work, the City's department directors will be asked to identify the projects and issue areas that will contribute to the achievement of the Council's goals. A separate session with the department directors is envisioned to organize information about projects and programs (as well as potential resources) that will be used to inform Council's next session.

The second facilitated Council session will be spent discussing and prioritizing goals and projects. Using the staff's work as the starting point, Council members will be able to revisit the goals, discuss the projects, and agree on priorities for the City during the next five to ten years. The decisions from this session will be used to assist in priority setting and resource allocation in the future. It is an important undertaking that will affect the City for years.

Since the successful implementation of a strategic plan depends in large part on the resources that are available to carry out the plan, the next step is critical. In preparation, Management Partners will ask staff to help Council by identifying the resources that are likely to be needed to complete each of Council's priorities. A series of worksheets are anticipated so that Council has information to use during this last session. Management Partners will facilitate the session to help Council make informed decisions about future resources and understand the funding realities necessary to achieve the goals and priorities.

Once these sessions are complete, Management Partners will prepare a draft Strategic Plan that articulates the Council decisions, including projects and funding issues. Each goal will contain several corresponding indicators (or measures) so that elements of success are clearly articulated. Experience has taught us that sound indicators enable policy makers and administrators to understand where things are working and where they are not; therefore, the City's desire to "provide a base from which progress can be measured" is applauded. Management Partners' work will conclude with the preparation of the Strategic Plan. It is anticipated that Council will then adopt the plan and the staff will begin to implement it. Of course we would be available to help with any aspects of implementation that are desired.

We are excited about the possibility of assisting the City of Huntington in this important endeavor and look forward to answering any questions you might have about this proposal or about Management Partners.

Sincerely,



Gerald E. Newfarmer
President and CEO

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PROPOSAL TO
CITY OF HUNTINGTON BEACH
STRATEGIC PLAN FACILITATION

June 2, 2005

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I. BACKGROUND AND APPROACH

As the City of Huntington Beach continues to grow and thrive, a Strategic Plan that sets forth goals and priorities to guide decision-making is critical. During the next three years, population is projected to exceed the 200,000 mark. Those 200,000 residents will have chosen to make the City their home based on a wide variety of reasons—and good governance and vision by policy makers is surely among them. The proposed Strategic Planning effort demonstrates the desire to continue this tradition into the future.

The City's existing Strategic Plan was adopted in 2001 and updated in 2002. Therefore, Management Partners will begin this project with an attitude of respect for the existing plan. It is clear that it was well conceived and that a great deal of time was devoted to its initial inception as well as the subsequent update. It is important that in the process of articulating a new Strategic Plan, the work that has come before be recognized. It is from this aspect that Management Partners will begin our work—with respect and a curiosity about what has been accomplished and what remains to be done.

The approach in this proposal is one that utilizes the roles of Council and staff to their fullest. It is Council's role to set the policy direction and determine goals and priorities that will guide the City during the next five to ten years. It is the job of City staff to implement the policy direction and bring the goals and priorities to fruition. Therefore, the process described in this proposal provides Council with the information they need from staff during critical junctures in the process.

Our approach combines a balance of facilitated sessions with Council together with information from staff so that informed decisions can be reached. In addition, the approach will also assure that goals and priorities are measurable and achievable and that resource needs are understood and discussed. Using this approach we are confident that the objectives of this project- to help the policymakers and administrators of Huntington Beach articulate new goals and priorities for the future of Huntington Beach- can be reached.

II. METHODOLOGIES

Management Partners will employ a variety of methodologies during the Strategic Planning process. Interviews with the Mayor, Council and City Manager and Executive Team will be used to gain an understanding about the current issues of concern.

Our teams' facilitation skills are exceptional and this methodology will be used during three council sessions and in at least one session with staff. We will utilize a variety of techniques and group exercises, depending on the intended outcome. Some exercises will be intended to encourage discussion and explore issues (such as during a visioning exercise) while others will be used to build consensus about important issues.

Other methodologies will include a survey of department directors to gather input about the projects and issues that are relevant to the initial goals articulated by council. In addition, we will also design worksheets to help identify resource needs so that Council

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will be adequately informed when discussing the resources needed to reach the goals and priorities being considered for the Strategic Plan.

Finally, Management Partners will also utilize methodologies used for performance measurement to assure that the goals each have one or two indicators. This will assure that measurable success factors are identified and articulated in the Plan.

III. WORK PLAN

Management Partners has designed a work plan based on the Scope of Work in the RFP that will enable the goals of the project to be reached. We believe that the work plan below presents an approach that encourages collaboration and deliberation about the important issues Huntington Beach will encounter in the future to ensure that the Strategic Plan that results is well-conceived in a systematic way. If additional tasks are desired, however, there can be flexibility in the work plan.

Activity 1: Start Project

Management Partners anticipates beginning this task by conducting an initial planning session with the City Manager and possibly other key staff. We expect to accomplish several objectives including fine-tuning the schedule, reviewing the status of the goals and priorities of the existing Strategic Plan, and obtaining an update of the environmental scan (or data similar to that originally contained in the plan) and other information relevant to the project.

This activity will be done on site. The deliverable from this activity is a schedule with dates for completion of all activities and deliverables.

Activity 2: Conduct Interviews

Interviews with the Mayor and Council as well as with the City Manager and Executive team will be conducted to gain an understanding about the issues and concerns that are anticipated during the next five to ten years. The chance to speak confidentially on an individual basis is an important step to gain trust as well as understand individual goals for the planning process. The information gained during the interviews will set the stage for Activity 3—the Council visioning and goal setting session.

This activity will be done on site. While no written deliverable will result from this activity, the understanding of specific Mayor and Council interests will enable a productive session to be planned for the next activity.

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Activity 3: Facilitate Visioning Session and Identify Goals

The purpose of this first session with the City Council and City Manager will be to articulate a vision for the community, including critical success factors that must be achieved in order for Huntington Beach to achieve this vision. Identifying clear goals allows the organization to put plans in place that will move the organization towards the established vision.

Once the vision statement is finalized, Management Partners will work with the City Manager to identify communication mechanisms that will assure that the vision statement is shared with the organization.

This activity will be done on site (or at a nearby site of the City's choosing). Two deliverables will result: a vision statement for the City and a set of goals that will be the starting point for prioritizing during the next Council session.

Activity 4: Facilitate Session With Executive Team to Identify Projects and Issues Relating to Goals

After the vision statement and critical success factors have been determined, the next step is for the City Council to set specific goals for the organization to achieve during the next five to ten years. It is Management Partners' bias that the Council/staff partnership can be greatly enhanced with input from the City's executive team. Since the staff has both perspective and input to share in how the goals are achieved, Management Partners will begin by designing and administering a survey to the department directors to identify projects that relate to the goals and identify pertinent issues that should be raised (including known resource issues or capital planning issues). The results will be analyzed and used during a session with the staff during which each goal is discussed and pertinent information is synthesized.

The survey will be administered electronically and analyzed off-site. The facilitated session will be done on site (or at a nearby site of the City's choosing). Two deliverables will result: the first is an analysis of the survey results; the second is a briefing document for Council's next session outlining each goal and issues to consider relating to each goal.

Activity 5: Facilitate Council Session

With the vision, critical success factors, and initial goals established, the next step is for Council to prioritize the goals and projects. This is an important step that will affect decision making throughout the life of the Strategic Plan. It is also a step that requires carefully planned facilitation to assure buy-in and participation. When this activity is complete, staff will be able to develop a work plan to systematically implement projects designed to achieve the Council goals and move towards the vision for the community.

This activity will be done on site (or at a nearby site of the City's choosing). The deliverable will report the decisions of Council.

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Activity 6: Coordinate Identification of Funding Needs and Priorities for Each Goal

Since the successful implementation of a strategic plan depends in large part on the resources that are available to carry out the plan, this activity is crucial. In preparation, staff will be asked to provide resource estimates for implementation of each of the goals and priorities identified by Council. No doubt some of the resources will be available and some will require innovative funding ideas. Nevertheless, the exercise of imagining costs associated with implementation will make implementation more likely. It will also provide a tool for Council when new priorities are identified that were not part of the plan.

The analysis of the worksheets will be done off site. The deliverable will be a briefing paper for Council about resource/funding issues.

Activity 7: Facilitate Final Council Session

The third facilitated session will focus on resource issues for the goals and priorities already identified. Management Partners will prepare an analysis (including funding gaps) based on staff input during Activity 6 so that Council can deliberate based on the best knowledge available. Management Partners will facilitate the session to help Council make informed decisions about future resources and understand the funding realities necessary to achieve the goals and priorities.

This activity will be done on site (or at a nearby site of the City's choosing). The deliverable will report the decisions of Council.

Activity 8: Prepare Strategic Plan

The final activity is to produce a Strategic Plan that documents the decisions of Council. Management Partners will prepare a document that can be used by the City as a communication and management tool. While the "public face" of the document will be the responsibility of the City, the important elements identified by Council—the vision, critical success factors, goals and priorities as well as measurable indicators—will be included.

This activity will be done off site. The deliverable will be the City's Strategic Plan.

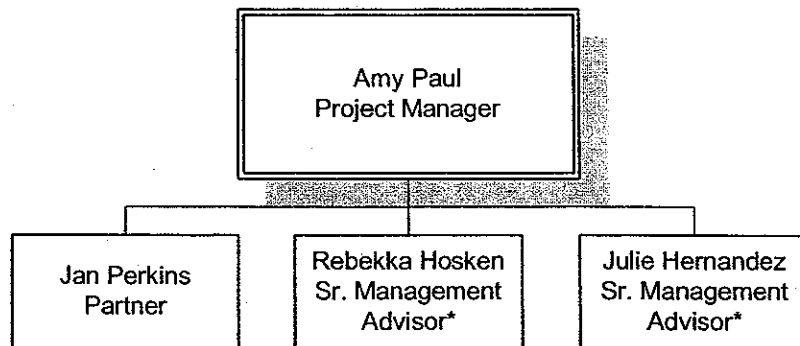
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IV. ORGANIZATION AND STAFFING

Management Partners was founded in 1994 with the purpose of helping local government leaders improve the way in which their organizations serve the public. We operate two offices—one in San Jose, California and the other in Cincinnati, Ohio.

Our interest as a firm is in helping our clients identify ways in which they can improve, by changing business processes or systems or through improvements in the “art” of management. The process of developing a strategic plan is important to the future of an organization. As the Cheshire cat advised Alice, “If you don’t know where you are going, any road will get you there.” The public deserves to be served by a local government grounded in a sound vision, mission and strategic direction designed to address key issues to ensure a positive future.

Amy Cohen Paul, Corporate Vice President will be the project manager for this Strategic Planning Project. She will be personally engaged throughout the project and responsible for primary interaction with the client. Amy will be in charge of the planning and facilitation of each activity as well as the quality of the final product. Jan Perkins, Partner, and Julie Hernandez or Rebekka Hosken, Senior Management Advisors, will assist Amy and the City of Huntington Beach. Jan along with Julie or Rebekka will assist with the entire project—from the initial planning and facilitation through the writing of the Strategic Plan. The project team’s qualifications are summarized below, with their complete resumes included as Appendix A to this proposal.



*Either Rebekka Hosken or Julie Hernandez will be working on this project based on the final schedule developed with the city manager.

Amy Cohen Paul, Corporate Vice President, heads Management Partners’ performance measurement and benchmarking projects and has a great deal of experience with strategic planning. Amy has been with Management Partners since 1994 having previously worked as a local government consultant and for the International City/County Management Association. In that capacity, she was part of the management team for ICMA’s Center for Performance Measurement and designed and provided training, including developing a CD-ROM on performance measurement, for cities and counties throughout the United States. Amy has helped many jurisdictions develop and implement performance measurement systems both as stand-alone projects and as part of integrated management systems. Amy has been the project manager on major

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strategic planning efforts in Lake County, Illinois and the City of Montgomery, Ohio and she has helped many jurisdictions with goal setting and prioritizing exercises. Amy is a frequent trainer for the ICMA University and the National League of Cities and has worked with many organizations and governing bodies to facilitate retreats and goal setting sessions.

Jan Perkins, Partner, led strategic planning efforts in communities where she served as city manager. Most recently, she led the City of Fremont's first strategic planning process. Prior to that, she led the City of Morgan Hills' process (including planning and facilitating the entire effort because the City could not afford to hire a consultant). She was also instrumental in leading the process of creating business planning while assistant city manager of Santa Ana. As a former city manager, Jan brings valuable skills borne of years of experience working with city councils on planning and goal setting. She has excellent communication and facilitation skills.

Julie Hernandez, Senior Management Advisor, joined Management Partners in December 2004 after spending almost twenty years in public service. In her most recent position she served as senior management analyst for economic development and redevelopment in Moorpark, California. She was the assistant city manager for the City of Santa Paula before joining Moorpark. Prior to her service in Santa Paula, she spent ten years with the City of Oxnard where she held positions of increasing responsibility. Julie has skills and knowledge in a wide range of areas including personnel, risk management, information systems, city clerk operations, economic development and redevelopment, property management, public information office, and administering film permits.

Rebekka Hosken, Senior Management Advisor, is an experienced facilitator and trainer in process analysis, group facilitation, quality improvement, and strategic planning processes. While knowledgeable about general municipal operations, she has particular competencies in information technology, development review (planning/building), and performance measurement. She was a key individual on two of Management Partners' strategic planning projects. As project manager, Rebekka was responsible for completing the Public Works Strategic Business Plan for the City of Shoreline. She also provided assistance to the City of Norwalk, California during the development of their community Strategic Plan. Prior to joining Management Partners, she served as the Assistant Village Manager of the Village of La Grange Park, Illinois, and as Executive Assistant to the Mayor of Appleton, Wisconsin.

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V. RELATED EXPERIENCE

Over the past five years Management Partners has assisted over 200 jurisdictions with a wide variety of management improvement projects, facilitation, strategic planning and training. We are proud of the work we have done and invite you to review our website (www.managementpartners.com) to see the complete list of clients we have served. We will be happy to provide contact information for *any* client you wish to contact and will do so in a timely way.

We have identified the following four specific references for this project, but you are welcome to contact any of the municipalities or other organizations listed on our website.

City of Shoreline, Washington

Management Partners has been engaged with the City of Shoreline since 2002 on a variety of projects. We have facilitated a number of organizational initiatives, including the development of a community vision statement with associated strategic planning objectives; an organization mission statement and statement of organizational values. Additional work by Management Partners included facilitating City Council and Leadership Team retreats, conducting training in evaluating employee performance, and developing a comprehensive business plan for the Department of Public Works. Amy Paul has provided training for the City of Shoreline and Rebekka Hosken was project manager for the Public Works Business Plan Development Project. The Public Works business plan project was completed in December of 2003.

Client Contact: Mr. Steve Burkett, City Manager
Ms. Julie Modrzejewski, Assistant City Manager
17775 Midvale Avenue
Shoreline, WA
206-546-8978

Lake County, Illinois

Management Partners has done several important projects in Lake County, Illinois. Initially we helped management create and implement a business planning process that identified priorities and key projects for a two-year period. We subsequently facilitated a strategic planning process with the Board of Supervisors and department directors. Amy Paul was the project manager for our work in Lake County and her responsibilities included assisting a 26-member commission through a goal setting process (with additional facilitated sessions with staff) and assisting staff with the development of business plans for every County department. Lake County business planning began in late 2002 and continued until late 2003.

Client Contact: Mr. Barry Burton, County Administrator
Lake County
18 North County Street
Waukegan, IL 60085
847-377-2228

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The Woodlands, Texas

Management Partners has worked with The Woodlands in a variety of capacities since the late 1990s. Projects have included goal setting and strategic planning with the Board of Directors, leadership development training which included the Myers-Briggs Personality Type Indicator, as well as training in change management. A customized performance evaluation system was developed for all positions in the organization. The performance evaluation system included a 360° feedback process for top management. In 2003 Management Partners worked with an employee task force to articulate customer service standards for the organization, and then trained all employees on those standards. Amy Paul was involved with the project to develop customer service standards and training in 2003 and 2004.

Client Contact: Ms. Susan L. Welbes, Human Resources Director
The Community Associations of The Woodlands
2201 Lake Woodlands Drive
The Woodlands, TX 77380
281-210-3821

City of Montgomery, Ohio

Management Partners has assisted the City of Montgomery with several projects, including designing and facilitating a strategic planning process with City Council and staff (as well as community input component), developing a citizen survey, and providing consultation and assistance with performance measurement. The strategic plan involved identifying a vision and values statement as well as short- and long-term goals. The City of Montgomery is a high performance organization. Amy Paul was the project manager for all of the firm's work in Montgomery. The strategic planning project ended in January 2001, the performance measurement work ended in May 2005, and the citizen survey project is currently underway.

Client Contact: Ms. Cheryl Hilvert, City Manager
City of Montgomery
10101 Montgomery Road
Montgomery, OH 45242
513-792-8306

VI. OTHER INFORMATION

During the visioning session of the strategic planning process, the City may wish to engage a graphic recorder to enhance the visioning experience. This component is not included in our proposal, but if desired, Management Partners will identify persons with this expertise that the City could hire for this task.

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VII. FEE PROPOSAL

Management Partners anticipates devoting 136 hours of our staff time to execute the Plan of Work described above for a fixed fee of \$19,950. This fee includes all out of pocket expenses. We consider the number of hours projected as the minimum commitment of the firm to this project. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

The cost is based on the following hourly rates:

Project Manager	\$175.00
Partner	\$150.00
Senior Management Advisor	\$125.00

VIII. CONCLUSION

Management Partners has the experience, the professional talent, and the commitment necessary to plan and facilitate the development of a quality Strategic Plan for the City of Huntington Beach. Upon concluding the facilitated sessions, we are confident that we will provide a Strategic Plan that Council and staff will use to guide the City in the future. We look forward to working with you to on this important project.

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APPENDIX A – STAFF BIOS

AMY COHEN PAUL

Amy Cohen Paul is a Corporate Vice President with Management Partners, with over 25 years of experience in local government management and administration. Her work has included research and training in performance measurement and benchmarking, process improvement, total quality management, strategic planning, and organizational development. As Corporate Vice President Amy is responsible for internal quality control and personally reviews all of Management Partners' final deliverables to ensure consistent quality for our customers.

Amy has managed a variety of Management Partners' organization review projects as well as performance measurement and benchmarking projects. She has worked with large jurisdictions such as Louisville, Kentucky; Arlington County, Arlington Public Schools and Loudoun County, Virginia; the District of Columbia; and Orange County, California as well as small jurisdictions like Olathe and Overland Park, Kansas; Florence, Kentucky; Rye, New York; Rockville, Maryland; Lexington, Massachusetts; Troy, Michigan; and Kent, Washington to identify meaningful results-oriented measurements and research industry best practices. Her strategic planning skills have helped clients in Lake County, Illinois; Montgomery, Ohio; and Kansas City, Missouri. She has also helped many jurisdictions with organization reviews and process improvement projects, including Allegan County, Michigan; Louisville and Kenton County, Kentucky; Des Moines, Iowa; Rockville, Maryland; and the Metropolitan Nashville Airport Authority. She has

Amy is a skilled facilitator and trainer. She has designed and presented performance measurement and benchmarking training sessions for over 75 individual jurisdictions nationwide as well as for the ICMA University. In addition, she helped design a CD-ROM training program to help local government staff develop outcome-based indicators. Amy has also been active in designing and leading community workshops on performance measurement with the National Civic League.

Amy also directed a three-year Leadership Development Program for ICMA, funded by the W.K. Kellogg Foundation. She developed a multi-media training program and implementation materials for citizen boards, commission, and committees. In addition, she directed a two-year FutureVisions Program for ICMA, working with 67 communities across the country. This project developed management techniques for examining short and long-term trends for use in strategic decision making.

She is the editor of the book, Managing for Tomorrow: Global Change and Local Futures, and is the author of many articles in professional publications, including ICMA's The Municipal Year Book.

Amy holds a Bachelor's Degree in Public Communication and a Master's Degree in Public Administration from The American University.

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JAN C. PERKINS

Jan Perkins, Partner, joined Management Partners in April 2005 after retiring as City Manager of Fremont, California, where she served for twelve years, including two years as Assistant City Manager. Prior to Fremont, Jan served as City Manager of Morgan Hill, California. Her career path included positions with exceedingly greater responsibilities including Director of Community Development, Assistant City Administrator, and Deputy Manager (in both Santa Ana, California and Grand Rapids, Michigan).

She has direct experience leading strategic planning efforts in communities where she served as City Manager. Most recently, she led the City of Fremont's first strategic planning process. Prior to that, she led the City of Morgan Hills' process. This effort involved planning and facilitating the entire effort because the City could not afford to hire a consultant. She was also instrumental in leading the process of creating business planning while Assistant City Manager of Santa Ana. As a former City Manager, Jan brings valuable skills borne of years of experience working with city councils on planning and goal setting. She has excellent communication and facilitation skills.

Jan has been active in professional associations including the International City/County Management Association and the League of California Cities, having served on the board of the City Manager's Department of the latter.

Jan received both her M.P.A. and B.A. degrees from the University of Kansas.

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JULIE C.T. HERNANDEZ

Julie C.T. Hernandez, Senior Management Advisor, joined Management Partners in December 2004 after spending almost twenty years in public service. In her most recent position she served as Senior Management Analyst for Economic Development and Redevelopment in Moorpark, California (the most affluent and fastest growing city in Ventura County). She was the Assistant City Manager for the City of Santa Paula before joining Moorpark. Prior to her service in Santa Paula, she spent ten years with the city of Oxnard where she held positions of increasing responsibility. Both Oxnard and Santa Paula are very diverse cities, both economically and ethnically, with Hispanic populations as majorities in both cities.

During her career, Julie acquired skills and knowledge in a wide range of areas including personnel, risk management, information systems, city clerk operations, economic development and redevelopment, property management, public information office, and administering film permits. She is a skilled facilitator and experienced process manager. During her service in Moorpark, she simultaneously implemented a three-year \$1.5 million grant to bring social services to Moorpark and managed a redevelopment project to build a three-building, 30,000 square foot Human Services Complex as a home for the new social and medical services.

In the City of Santa Paula, Julie served as Chief Negotiator for collective bargaining with the City's six employee associations. In addition, Julie's special assignments were the City's California Oil Museum, Cable TV channel, special events permits, and creation of the City's Youth Master Plan and Volunteer Recognition Program.

In the City of Oxnard, Julie worked as a budget analyst for the City Manager's Office and also worked as a Public Works/Development Services Department analyst responsible for water, traffic, equipment maintenance, utility rate studies, establishment of development and permit fees, and the Public Works Department capital improvement plan.

Julie graduated from the University of California at Santa Barbara with a Bachelor's degree in psychology and has a Master's degree from San Diego State University in Counseling Psychology with a Community Outreach emphasis. She is a member of the International City/County Management Association (ICMA), the National Hispanic Network of Local Government Officials (NHNLGA), and the Municipal Management Assistants of Southern California (MMASC). She has served in various capacities on the boards and on many committees within these organizations, including a term as President of the Hispanic Network. In her community, she has served on the Board of Directors of the local Boys and Girls Club, the United Way, Destino 2000 (a philanthropic grants provider for services to Latinos), Professional Latinos Association Network (PLAN), and the Ventura County Regional Civic Alliance.

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REBEKKA G. HOSKEN

Rebekka Hosken, Senior Management Advisor, has local government experience in a diverse range of communities. Ms. Hosken worked in the Town Manager's Office in Lexington, Massachusetts, as Executive Assistant to the Mayor in Appleton, Wisconsin, and most recently as the Assistant Village Manager in the Chicago suburb of La Grange Park, Illinois.

Ms. Hosken has been a key staff member in numerous organizational reviews and studies, with a specialization in the improvement of development review (building and planning) processes utilizing process mapping flowcharts as a key diagnostic tool. Her other work with the firm includes studies of public works departments, parks departments, police and sheriff departments, city attorney offices, and virtually all aspects of county and city government including performance measurement, benchmarking, strategic and business planning and the analysis of fees.

Ms. Hosken co-chaired the City of Appleton's Quality Improvement Program and was responsible for training a majority of the city's 600 employees in methods of quality improvement, group facilitation, and process analysis. During her career, she has facilitated strategic planning processes, implemented the transition from line item to performance budgeting, prepared long-range plans in municipal technology, and been instrumental in the analysis and reorganization of various municipal departments.

Rebekka received her B.A. with honors from the University of Michigan (Ann Arbor) and her Masters in Business Administration with a Certificate in Public Management from Boston University. She has served on various committees for the Illinois Association of Municipal Management Assistants (IAMMA), Intergovernmental Risk Management Agency (IRMA) municipal risk pool, and local chambers of commerce. She also presented an ICMA conference course on improving development review processes and co-authored an article on the same topic for PM Magazine.

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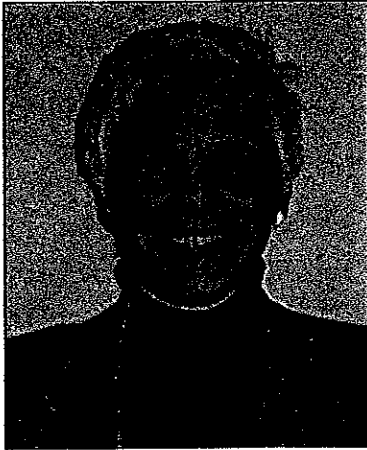
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Our Team

Amy Cohen Paul

**Amy Cohen Paul****Corporate Vice President**Email: apaul@managementpartners.com

Phone: 513-861-5400

Fax: 513-861-3480

Amy Cohen Paul, Corporate Vice President, has over 25 years of experience in local government management and administration. She is an experienced facilitator and trainer. Her work has included research and training in process improvement, performance measurement, total quality management, strategic planning, and organizational development.

Amy has worked with many jurisdictions across the country to analyze local government operations with the goal of identifying process improvements to improve efficiency and customer service. She also has extensive experience helping jurisdictions document their improvements by implementing performance measurement systems. She is the editor of the book Managing for Tomorrow: Global Change and Local Futures, and is the author of many articles in professional publications, including *The Municipal Year Book*.

[Click Here](#) for an extended biography.

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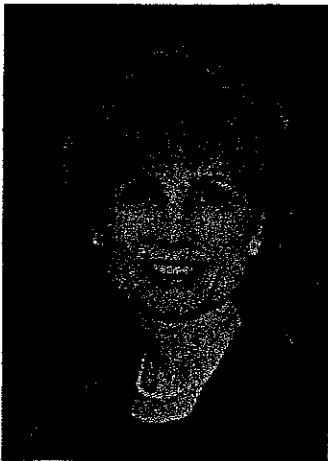
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Our Team

[Jan C. Perkins](#)**Jan C. Perkins****Partner**Email: jperkins@managementpartners.com

Phone: 408 437-5400

Fax: 408 453-6191

949-282-8870

Jan Perkins, Partner, provides assistance to government leaders in facilitation, leadership development, coaching, strategic planning, visioning and goal setting, community engagement, teambuilding, organizational analysis, policy board/staff effectiveness, and executive performance evaluation. Before joining Management Partners, Jan spent 30 years in local government in positions of increasing responsibility. Most recently she served as City Manager in Fremont, California and before that in Morgan Hill, California.

Jan has been a leader in local government creating high performing teams and fostering effective city council/staff working relationships. She served as President of the California City Management Foundation, on the Executive Committee of the League of California Cities City Managers' Department, and chaired numerous committees for the International City/County Management Association. She has also written several articles on local government management.

[Click Here](#) for an extended biography.

CLIENT

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Our Team

[Rebekka G. Hosken](#)**Rebekka G. Hosken****Senior Management Advisor**Email: rhosken@managementpartners.com

Phone: 408-437-5400

Fax: 408-453-6191

Rebekka Hosken, Senior Management Advisor, has local government experience in a diverse range of communities, both as a consultant and as a staff member. Rebekka is an experienced facilitator and trainer in process analysis, group facilitation, quality improvement, and strategic planning processes. While knowledgeable about general municipal operations, she has particular competencies in development review, information technology, public safety operations and performance measurement.

Prior to joining Management Partners, Rebekka served as Assistant Village Manager of the Village of La Grange Park, Illinois, and as Executive Assistant to the Mayor of Appleton, Wisconsin. She also has previous municipal experience with the Town of Lexington, Massachusetts.

[Click Here](#) for an extended biography.

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Our Team

[Julie C.T. Hernandez](#)



Julie C.T. Hernandez

Senior Management Advisor

Email: jhernandez@managementpartners.com

Phone: 408-437-5400

Fax: 408-453-6191

Julie C.T. Hernandez, Senior Management Advisor, joined Management Partners after spending almost 20 years in public service. Julie has skills and knowledge in a wide range of areas including budgeting, public works, personnel, risk management, information systems, city clerk operations, economic development and redevelopment, property management, public information office, and administering film permits.

Julie served as Senior Management Analyst for Economic Development and Redevelopment in Moorpark, California, and was the Assistant City Manager for the City of Santa Paula. Prior to her service in Santa Paula, she spent ten years with the City of Oxnard where she held positions of increasing responsibility.

[Click Here](#) for an extended biography.

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ATTACHMENT #4



**CITY OF HUNTINGTON BEACH
INTERDEPARTMENTAL COMMUNICATION**

TO: PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR
FROM: DAN T.VILLELLA, CPA, FINANCE OFFICER
SUBJECT: FIS 2005 – 29 APPROVAL OF CONTRACT WITH MANAGEMENT
PARTNERS FOR DEVELOPMENT OF A STRATEGIC PLAN
DATE: AUGUST 1, 2005

As required by Resolution 4832, this Fiscal Impact Statement has been prepared for
"Approval of Contract with Management Partners for Development of a Strategic Plan."

If the City Council approves this action (total appropriation \$28,751), the estimated
unreserved General Fund Balance at September 30, 2005 will be reduced to \$24,321,000.

Dan Villella,
Finance Officer

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